

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/20/1998		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunbelt Manufacturing, LLC		11/20/1998	LLC: DELAWARE
RECEIVING PARTY DATA			
Name:	Tyco Group S.a.r.l.		
Street Address:	17bd Grand-Duchesse Charlotte		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1331		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1350132	CONVENIENCE PACK	
CORRESPONDENCE DATA			
Fax Number:	(609)720-5432		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	609-720-5466		
Email:	bjackson@tpa.tyco.com		
Correspondent Name:	Daniel N. Daisak, Esq.		
Address Line 1:	7 Roszel Road		
Address Line 2:	1st Floor		
Address Line 4:	Princeton, NEW JERSEY 08540		
DOMESTIC REPRESENTATIVE			
Name:	Daniel N. Daisak, Esq.		
Address Line 1:	7 Roszel Road		
Address Line 2:	1st Floor		

CH \$40.00 1350132

900028189

TRADEMARK
REEL: 003120 FRAME: 0550

Address Line 4: Princeton, NEW JERSEY 08540

NAME OF SUBMITTER:

Daniel N. Daisak, Esq.

Signature:

/DND39160/

Date:

07/13/2005

Total Attachments: 14

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AGREEMENT WITH RESPECT TO PLAN OF MERGER

This Agreement With Respect to Plan of Merger (the "**Agreement**") is entered into on November 20, 1998, by Sunbelt Manufacturing, Inc., a Louisiana corporation (the "**Company**"), Tyco Group S.a.r.l., a Luxembourg company ("**Parent**"), the shareholders of the Company designated as Sellers on the signature pages hereto (each a "**Seller**" and collectively the "**Sellers**") and the Optionholders (as hereinafter defined).

RECITALS

A. Sunbelt Partners, LLC, a Delaware limited liability company ("**Sunbelt Partners**"), Sunbelt Employee Partners, LLC, a Delaware limited liability company ("**Sunbelt Employee Partners**" and collectively with Sunbelt Partners "**Sunbelt**"), and the Sellers other than Sunbelt Partners and Sunbelt Employee Partners (such other Sellers, the "**Management Shareholders**") in the aggregate own beneficially and of record all of the issued and outstanding common stock (the "**Company Stock**") of the Company;

B. The Company owns beneficially and of record all of the issued and outstanding membership interests of Sunbelt Manufacturing, LLC, a Delaware limited liability company ("**Sub**");

C. The holders of options to purchase shares of Company Stock (the "**Options**") listed as such on Schedule 1 (each an "**Optionholder**" and collectively the "**Optionholders**") hold Options to purchase shares of Company Stock pursuant to agreements with the Company (the "**Stock Option Award Agreements**"); and

D. The Company and Parent have determined that a business combination between the Company and a newly organized indirect wholly owned subsidiary ("**Buyer Sub**") of another wholly owned subsidiary of Parent ("**Buyer**"), with the Company being the surviving corporation in the transaction (the "**Surviving Corporation**"), is in the best interests of their respective companies and shareholders.

NOW, THEREFORE, the parties hereto agree as follows:

I. THE MERGER; CONVERSION OF SECURITIES

1.1. The Merger. Subject to the terms and conditions contained in this Agreement, (a) immediately prior to the Effective Time, (i) the Company will contribute to Sub all cash and cash equivalents ("**Cash**") of the Company, (ii) Sub will apply such Cash and all of its Cash to prepay in part the indebtedness existing as of the Closing under the loan documents and other indebtedness listed on Schedule 1.1(a) (the "**Existing Indebtedness**" and the amount of Existing Indebtedness less the Cash, as so reduced, the "**Net Debt Amount**"), (iii) Parent will contribute to the Company (and the Company will contribute to Sub) an amount in cash in immediately available funds necessary to satisfy all other liabilities under the Existing Indebtedness (which amounts will be paid not later than immediately prior to the Closing), and (iv) without limiting the generality or effect of any other provision hereof, Parent will cause the Surviving

(c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible]

(b) [REDACTED]

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terminated prior to the date hereof and that involves a claim of infringement by the Company or Sub of any Intellectual Property Right. To the Knowledge of Sellers, no Person has any basis for any such claim of infringement, and to the Knowledge of Sellers, there is no continuing infringement by any other Person of any Intellectual Property Rights. No Intellectual Property Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by the Company or Sub or restricting the licensing thereof by the Company or Sub to any Person. Neither the Company nor Sub has entered into any Contract to indemnify any other Person against any charge of infringement of any Intellectual Property Right.

3.13. Environmental Matters. (a) Except as otherwise disclosed on the Disclosure Schedule:

(i) Constituents of Concern have not been generated, received, imported, stored, transported to or from, or otherwise handled, used, disposed of, or otherwise managed by the Company or Sub (the "Company Property") except for those constituents which have not had a material adverse effect.

(ii) The Company is in compliance with Environmental Laws applicable to the Company's operations and the requirements of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), neither the Company nor Sub has been named as a potentially responsible party in any Superfund or RCRA case, and the Company is not aware of any such case being brought or being as would not, in the future, be brought against the Company or Sub.

(iii) There are no pending or threatened Environmental Claims against the Company or Sub, and no Environmental Claims against the Company or Sub have been asserted against the Company or Sub in the past five years, and the Company is not aware of any such claim being brought or being as would not, in the future, be brought against the Company or Sub.

(iv) To the best of the Company's knowledge, there are no pending or threatened Environmental Claims against the Company or Sub.

(v) As of the date hereof, none of the Company's or Sub's operations are subject to any pending or threatened Superfund or RCRA claims, and the Company is not aware of any such claim being brought or being as would not, in the future, be brought against the Company or Sub.

(vi) There are no material Environmental Permits that conflict with or would require the Company or Sub to take any action to remain in full compliance with the requirements of the applicable Environmental Laws following the consummation of the transaction contemplated hereby.

The parties hereto have caused this Agreement to be duly executed in their individual capacities, or if applicable, by their respective authorized officers or other authorized representatives, in each case, as of the day and year first above written.

SUNBELT MANUFACTURING, INC.

By: *Saula Mintz & David J. Cattani*

Name: SAULA MINTZ & DAVID J. CATTANI

Title: CHAIRMAN & PRESIDENT

TYCO GROUP S.A.R.L.

By: _____

Name:

Title:

SELLERS:

SUNBELT PARTNERS, LLC

By: WP Management Partners, LLC
Managing Member

By: _____

Name:

Title:

SUNBELT EMPLOYEE PARTNERS, LLC

By: WP Plan Management Partners, Inc.
Managing Member

By: _____

Name:

Title:

TRADEMARK

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The parties hereto have caused this Agreement to be duly executed in their individual capacities, or if applicable, by their respective authorized officers or other authorized representatives, in each case, as of the day and year first above written.

SUNBELT MANUFACTURING, INC.

By: _____

Name:

Title:

TYCO GROUP S.A.R.L.

By: _____

Name:

Title:

SELLERS:

SUNBELT PARTNERS, LLC

By: WP Management Partners, LLC
Managing Member

By: _____

Name:

Title:

SUNBELT EMPLOYEE PARTNERS, LLC

By: WP Plan Management Partners, Inc.
Managing Member

By: _____

Name:

Title:

TRADEMARK

TOTAL P 03
TOTAL P 03

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SELLERS (CONTINUED)

Claude Lee Beaver

Claude Lee Beaver

Ike Byrd, III

Ike Byrd, III

Bryan G. Caldwell

Bryan G. Caldwell

Deborah Jean Cannon

Deborah Jean Cannon

David J. Qattar

David J. Qattar

Vickie L. Copeland

Vickie L. Copeland

Michael R. Dahnert

Michael R. Dahnert

Jane W. Dawkins

Jane W. Dawkins

Willie E. Duchesne

Willie E. Duchesne

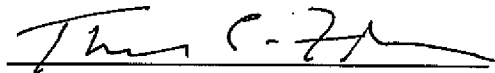
William M. Duffey

William M. Duffey

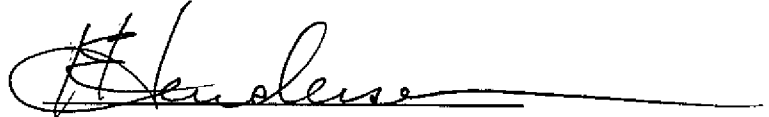
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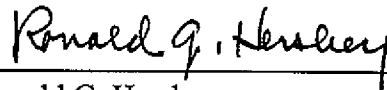
SELLERS (CONTINUED)



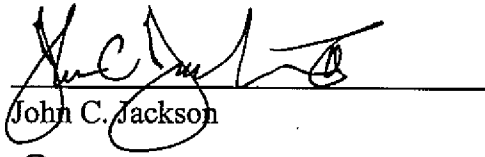
Thomas C. Flowers



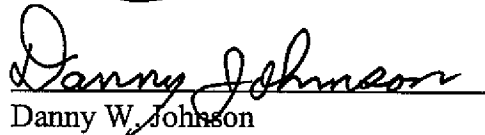
Harold E. Henderson



Ronald G. Hershey




John C. Jackson




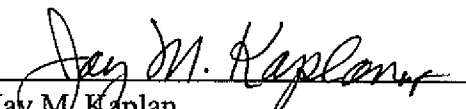
Danny W. Johnson

GLYNN ROSE KAPLAN 1991 TRUST

By: 
Name: MORRIS F. MINTZ
Title: Trustee

JACK KAPLAN 1996 TRUST


By: 
Name: MORRIS F. MINTZ
Title: Trustee


Jay M. Kaplan


SELLERS (CONTINUED)


LAYNE MICHAEL KAPLAN 1991 TRUST

By: 
Name: MORRIS F. MINTZ
Title: Trustee

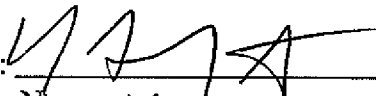

Brian T. Leftwich

ALEXANDRA ROSE MANN TRUST

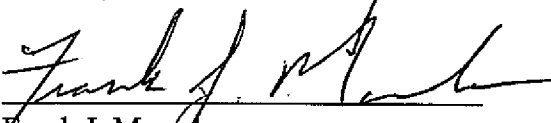
By: 
Name: MORRIS F. MINTZ
Title: Trustee

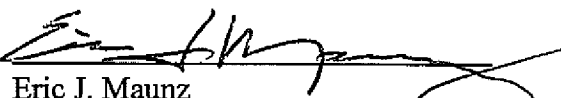

Anthony E. Mann

ISABELLE NICOLE MANN TRUST

By: 
Name: MORRIS F. MINTZ
Title: Trustee


William J. Manning


Frank J. Marsala


Eric J. Maunz

SELLERS (CONTINUED)

Barbara B. McLawchlin
Barbara B. McLawchlin

Russell B. McMullen
Russell B. McMullen

Albert Mintz
Albert Mintz

Carolyn Mintz Kaplan
Carolyn Mintz Kaplan

CLIFFORD STRAUSS MINTZ 1993 TRUST

By: Sally Mintz Mann
Name: SALLY MINTZ MANN
Title: Trustee

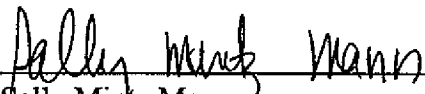
Melinda F. Mintz
Melinda F. Mintz

MARK ALAN MINTZ 1993 TRUST

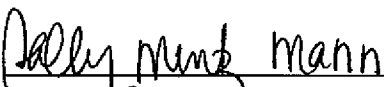
By: Sally Mintz Mann
Name: SALLY MINTZ MANN
Title: Trustee

Morris Fred Mintz
Morris Fred Mintz

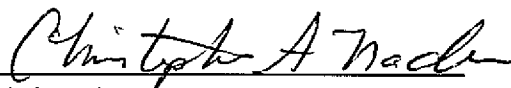
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Sally Mintz Mann

SARAH GAIL MINTZ 1993 TRUST

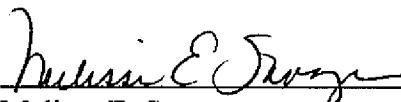
By: 
Name: SALLY MINTZ MANN
Title: Trustee

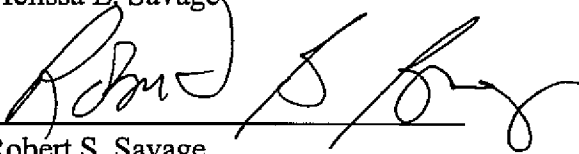

Saul A. Mintz



Christopher A. Nadler


William B. Nelson III


Paul Perkins

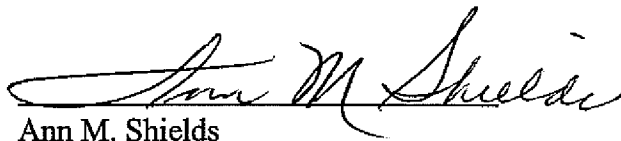

Melissa E. Savage


Robert S. Savage

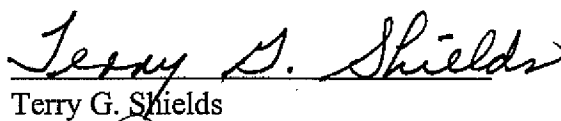

Robert N. Schendle


Cynthia B. Sheehan

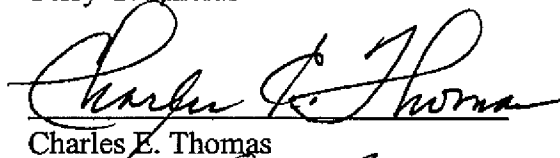
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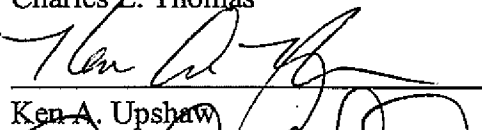
Ann M. Shields



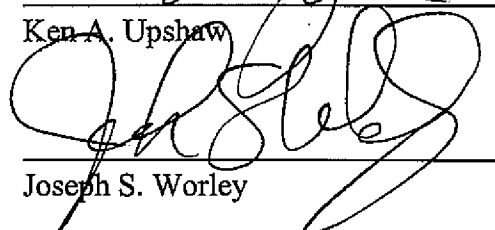
Terry G. Shields



Charles E. Thomas

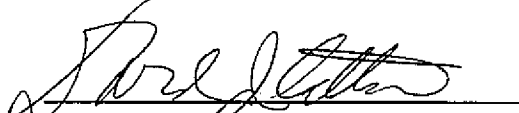
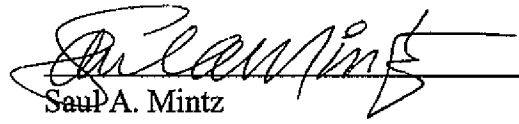


Ken A. Upshaw



Joseph S. Worley

OPTIONHOLDERS:


David J. Cattar
Saul A. Mintz

TRADEMARK

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SECTION 3.12
Intellectual Property

U.S. Registration No. 1,350,132
Mark: CONVENIENCE PACK
December 9, 1991

Louisiana Renewal Convenience Pack Class 35
Convenience Pack Class 16 and Sunbelt Plastics, a division of Sunbelt Manufacturing, Inc.,
January 1, 1985, Renewed July 29, 1992

Assignment by the Company to Sunbelt Manufacturing, LLC recorded on October 17, 1997 of
all its right, title and interest to the marks described above

The Company and Sunbelt Manufacturing, LLC have granted security interests in their
intellectual property to the lenders pursuant to the terms and conditions of the Credit Agreement
and the Amendment.

See also Section 3.7(ii) to Sellers' Disclosure Schedule (Numetrix Agreement; SCT Agreement;
Data General Agreement).